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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

AMBER HOWELL

Plaintiff,

Case No.: 3:24-cv-00280-CSD

vs.

WASHOE COUNTY,
a political Subdivision of the
State of Nevada, and DOES I-XX

STIPULATED PROTECTIVE ORDER

Defendants.

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AMBER HOWELL (“**Plaintiff**”) by and through her counsel, Kendra J. Jepsen, Esq. of Jepsen Law, PLLC, and Silvia Villanueva, Esq. of Black & Wadhams, and WASHOE COUNTY (“**Defendant**”), by and through its counsel (collectively “Parties”), stipulate and agree to the following:

The Parties agree that throughout the proceedings in the above captioned matter it may be necessary for Plaintiff or third parties to disclose personal and private healthcare information such as medical records, diagnoses, treatment plans, radiology reports, mental health records, notes, genetic information, and similarly associated confidential healthcare information that would otherwise be

1 protected under the federal Health Insurance Portability and Accountability Act (“**HIPAA**”). While
2 the Parties recognize and understand the legal obligations and requirements the Plaintiff may have to
3 turn over such information, the Parties also wish to ensure the reasonable protection of Plaintiff’s
4 very personal and private healthcare information. The Parties do not wish to unreasonably impede or
5 burden the process, but simply wish to avoid unnecessary disclosure or dissemination of Plaintiff’s
6 personal and private healthcare information to the general public.

7 The Parties therefore stipulate that:

8 1. This Protective Order shall govern the production and disclosure of information by or
9 on behalf of any party or nonparty.

10 2. For purposes of this Protective Order, “Protected Materials” shall include documents
11 and information produced by Plaintiff to Defendant by whatever means or procedure, and includes
12 compilations or excerpts of such materials that Plaintiff designates as “Confidential Protected
13 Materials.” The party seeking to designate materials as protected shall affix the legend “Confidential
14 Protected Material” to each page that contains protected materials. The protections conferred by this
15 Protective Order cover not only Protected Materials (as defined above), but also: (1) any information
16 copied or extracted from Protected Materials; (2) all copies, excerpts, summaries, or compilations of
17 Protected Materials; and (3) any testimony, conversations, or presentations by Parties or their Counsel
18 that might reveal Protected Materials. Protected Materials shall be used in the above-captioned case
19 only and for no other purpose. In addition, the Parties agree that either party may also designate
20 information that may be produced by third parties pursuant to subpoena, or similar discovery
21 methods, as Protected Materials. The party receiving the information (the “Receiving Party”) agrees
22 that if it receives documents or information pursuant to a subpoena (“Third Party Materials”), it will
23 provide the other party (the “Non-receiving Party”) with a copy of all Third-Party Materials. The
24 Non-receiving Party will then have ten days from receipt of the Third-Party Materials to advise the
25 Receiving Party if it seeks to have such material be designated as Protected Materials. The Receiving
26 Party agrees that following the receipt of Third-Party Materials and until either (a) the ten day period
27 elapses and Non-receiving Party has not responded or (b) the Non-receiving Party has advised that
28

1 he is not designating the materials as Protected Materials, the Receiving Party will treat the Third
2 Party Materials as Protected Materials subject to this Protective Order.

3 3. This Protective Order shall not abrogate or diminish any privilege or any contractual,
4 statutory or other legal obligation or right of any party with respect to Protected Materials.

5 4. All Protected Materials will be deemed confidential for purposes of this Protective
6 Order unless (i) the information has become publicly available without breach of this Protective
7 Order, (ii) the information has become part of the public domain, (iii) if a party is required to disclose
8 the information under law or in a judicial or other governmental investigation or proceeding, provided
9 the other party has been given prior notice and the disclosing party has sought all available safeguards
10 against widespread dissemination prior to such disclosure, or (iv) until any materials become non-
11 confidential pursuant to the mechanisms provided in paragraph 6 this Protective Order.

12 5. Unless and until any materials become non-confidential pursuant to the mechanisms
13 provided in this Protective Order, access to Protected Materials shall be restricted in accordance with
14 the following provisions:

15 (a) Counsel for each party shall restrict access to the Protected Materials produced
16 by any other party or nonparty by limiting the dissemination of such material to the Parties themselves
17 and their respective attorneys and the attorneys' respective paraprofessionals representing the parties
18 in this lawsuit, including in-house counsel for a party ("Counsel of Record"). Any and all further
19 disclosure of Protected Materials shall be governed by the provisions of this Protective Order.

20 (b) No copies, extracts or summaries of any Protected Materials shall be made
21 except by or on behalf of Counsel of Record; and such copies, extracts or summaries shall also be
22 designated and treated as confidential. The Protected Materials shall not be delivered or exhibited to
23 any persons except as provided by this Protective Order.

24 (c) Counsel of Record may allow access to the Protected Materials to consultants,
25 including consultants designated to testify as expert witnesses, provided: (1) such experts and
26 consultants are not (i) current directors, officers or employees of Washoe County (Excluded Parties)
27 or (ii) experts or consultants for any Excluded Party; (2) such experts and consultants shall not be
28 permitted to provide advice, analysis, or recommendations to any Excluded Party; (3) that any such

1 expert or consultant shall first be provided with a copy of this Protective Order. Consultants and
2 experts are hereby specifically advised that their written work product which contains or discloses
3 the substance of the Protected Materials is subject to all the provisions of this Protective Order.

4 (d) During depositions, Counsel of Record may question any witness about
5 Protected Materials. Any document so referred to may be marked as an exhibit but no such document,
6 or any portion thereof, shall be attached to any publicly-available deposition or other transcript
7 without the written consent of the other party. Portions of deposition transcripts may be designated
8 as “Confidential” by either of the parties during depositions and/or within ten judicial days of receipt
9 of the deposition transcript, including exhibits consisting of Protected Materials, and materials so
10 designated shall be bound under seal separately from the non-confidential portions of the transcript.

11 (e) In the event that any Protected Materials are attached to, or quoted or
12 summarized in any pleadings, motion papers or other papers filed with this Court or any other court
13 and said Protected Materials would be disclosed in any way therein, such Protected Materials,
14 pleadings or papers shall be submitted to the Court with a request to file under seal in accordance
15 with the Federal Rules Governing Sealing and Redacting Court Records. Copies of such documents
16 containing information subject to this Protective Order that are served on counsel for the parties shall
17 be similarly identified and shall be maintained as confidential as described herein.

18 (f) Any pleadings, motion papers or other papers not filed under seal shall have
19 deleted therefrom all Protected Materials and all portions of such pleadings or papers that would
20 disclose the substance of Protected Materials, provided, however, that any Protected Materials served
21 upon Counsel of Record need not have said materials deleted therefrom.

22 6. If any party seeks to use or disclose any specific items in the Protected Materials which
23 the party contends are not confidential, or if any dispute arises as to whether any specific items in the
24 Protected Materials are confidential, then the parties shall try first to resolve such dispute in good
25 faith on an informal basis. If the parties are unable to resolve their dispute informally, a party may
26 contest the designation of such specific items as confidential. The party contesting the designation
27 must advise the other party of the specific items that they are contesting and the use that the party
28 seeks to make of the contested materials.

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1 In no event will either party contest the designation of all or most of the Protected Materials
2 in a manner that violates the spirit of this Protective Order. In response, the non-contesting party may
3 consent to the de-designation of the materials for the specific use described by the contesting party.
4 Alternatively, if the non-contesting party chooses, they may, within 10 business days from receiving
5 written notice that the materials' confidential nature is being contested, file a motion with the Court
6 seeking the Court's ruling as to the confidential nature of the specific materials and whether the
7 materials may be used in the manner described by the contesting parties. The non-contesting party
8 may only file such a motion if the party believes in good faith that the contested materials contain
9 sensitive, confidential information whose disclosure to another party or nonparty would create a
10 substantial risk of serious injury that could not be avoided by less restrictive means. The contesting
11 party may choose to oppose the non-contesting party's motion with the Court, and then the non-
12 contesting party may file a reply brief in support of their motion. If the non-contesting party fails to
13 either consent to de-designation or fails to file a motion with the court within 10 business days from
14 receiving written notice that the materials' confidential nature is being contested, the materials at
15 issue will be deemed de-designated.

16 On such motion practice, the contesting party shall have the burden of proving that the
17 material whose confidential nature is being contested is not entitled to protection under this Protection
18 Order. Prior to the ruling by the Court on such motion, the disputed information shall be treated by
19 the parties as confidential. No such Court filings shall attach the contested materials, and those
20 materials may only be provided to the Court either during a hearing on the non-contesting party's
21 motion or if either party files a motion to seal the record pursuant to the Federal Rules Governing
22 Sealing and Redacting Court Records. All materials being contested as non-confidential will remain
23 confidential and subject to the provisions of this Protective Order unless and until the Court orders
24 that those materials be de-designated. If the Court permits the de-designation of any material and five
25 days have passed after notice of entry of an order granting the motion, then the party may proceed
26 with the proposed use or disclosure.

1 7. Nothing contained in this Protective Order shall preclude any party or nonparty from
2 seeking or obtaining, upon an appropriate showing, additional protection with respect to any
3 documents, information, or other Protected Materials.

4 8. The Court may modify this Protective Order at any time or consider any dispute which
5 may arise hereunder upon motion of any of the Parties.

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9. This Protective Order shall remain in effect unless terminated by stipulation of the Parties or pursuant to Court order. Insofar as they restrict the disclosure, treatment, or use of information subject to this Protective Order, the provisions of this Protective Order shall continue to be binding after the termination of this action, unless the Court orders otherwise. Any violation of this Protective Order, whether during or after the litigation and any appeals thereof, may be subject to the violating party, attorney, expert, or other person who has secured access to any of the Protected Materials to an order of contempt, temporary, preliminary and permanent injunctive relief, and/or sanctions.

Dated this 2nd day of April 2025.

By: /s/Kendra Jepsen

KENDRA J. JEPSEN, Esq.
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Attorneys for Plaintiff, Amber Howell

Dated this 2nd day of April 2025.

By: /s/Silvia Villanueva

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Dated this 2nd day of April 2025.

By: /s/Michael Large

MICHAEL W. LARGE
Nevada State Bar No. 10119
DEPUTY DISTRICT ATTORNEY (Civil)
One South Sierra Street
Reno, Nevada 89501
Attorneys for Defendant

ORDER

Paragraph 9 - The Protective Order is modified to reflect that although the parties may agree to be bound by the confidentiality terms of this Order beyond the conclusion of this lawsuit, the dismissal of this action will terminate the jurisdiction of this Court.

IT IS SO ORDERED.

DATED: April 4, 2025.



U.S. MAGISTRATE JUDGE